

APPLICATION KIT

2002 LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG)

This Kit announces the seventh year of funding authorized by the Local Law Enforcement Block Grant program that underwrites projects to reduce crime and improve public safety. Mini-grants of **no less than \$5,000 and no more than \$7,500** may be submitted, earmarking funds to be used for the following:

- \$ Purchasing equipment, technology, and other materials directly related to basic law enforcement functions, and/or
- \$ Paying overtime to presently employed law enforcement officers and necessary support personnel to increase the number of hours worked by such personnel.

Agencies who received a Block grant award directly from the Department of Justice, Office of Justice Programs in Washington, D.C. are **NOT** eligible to apply for additional funding through this program. This list includes the following agencies:

American Fork City
Bountiful City
Brigham City
Clearfield City
Layton City
Logan City
Midvale City

Murray City
Ogden City
Orem City
Provo City
Roy City
Salt Lake City
Salt Lake County

Sandy City
South Salt Lake City
St. George City
Utah County
West Valley City
West Jordan City

Cash Match:

This program has a **10% cash match requirement that cannot be waived**. Matching funds may be provided from the following sources: State and local government funds, the Equitable Sharing Program (Federal asset forfeiture distributions), and private funds. All recipients must maintain records clearly showing the source, the amount, and the timing of all matching contributions.

Funds Available:

\$270,283 has been allocated to Utah that will fund approximately 40 mini-grants depending upon the amounts of the requests submitted. **Agencies that have not previously received an LLEBG award will be given funding priority.** Applicants who have previously received an LLEBG award from CCJJ have been placed on a rotating schedule of eligibility giving priority to agencies who have waited the longest since their last awarding of an LLEBG grant from CCJJ. All FY 2002 LLEBG grant awards will be effective October 1, 2002 to September 30, 2003.

Deadline:

Please read all instructions and certifications carefully before filling out the application. **One (1) original application** (stapled - not bound) and **one (1) electronic copy on disk or emailed to rzeibarth@utah.gov** should be received at CCJJ on or before **Friday, August 30, 2002.**

Submit Signed Hard Copy and Disk Applications to:

Richard Ziebarth, Program Manager
Local Law Enforcement Block Grant (LLEBG)
Commission on Criminal and Juvenile Justice

101 State Capitol
Salt Lake City, UT 84114-0651
rzeibarth@utah.gov
(801) 538-1812

Grant Application Kits:

Are available on-line at www.justice.state.ut.us

- Upon arriving at the CCJJ website, scroll down to 2002 Grants - Local Law Enforcement Block Grant (LLEBG). Choose an application format in either **Word** or **WordPerfect**. Depending on your web browser, you may have to save the application to your hard drive before you can view it (remember where you save it) or you may simply click on the format you want on our web page and it will open for viewing. If the latter occurs, be certain to save your application to your hard drive so you do not lose any work and also so you have a printable copy when you finish.
- If for any reason you are unable to successfully access the on-line 2002 Local Law Enforcement Block Grant application, contact Richard Ziebarth, Utah LLEBG Grant Program Mgr. at (801) 538-1812 or email rzeibarth@utah.gov. I will send you an application copy by other means if necessary.

Budget Detail:

This grant requires a 10 percent cash/hard match. Match may be calculated by multiplying total project costs by 10% (Total cost x .10) or by dividing the Federal funds requested by 9 (Federal funds/9). The following examples outline both methods:

First method:

\$8,333.34	Total Project Cost
<u>x .10</u>	10% match requirement
\$ 833.34	Total Match required
\$7,500.00	Federal funds requested from CCJJ (Max.)
<u>\$ 833.34</u>	Plus matching funds provided by applicant
\$8,333.34	Total Project Cost

Second method:

\$7,500.00	Federal funds requested from CCJJ
<u>÷ 9</u>	10% match formula
\$ 833.34	Total Match required for the project
\$7,500.00	Federal funds requested from CCJJ
<u>\$ 833.34</u>	Plus matching funds provided by applicant
\$8,333.34	Total Project Cost

Budget Guidance:

Follow the guidelines below when completing the budget section:

- **Overtime:** \$ Hourly rate per hour x # of hours x # of employees (\$25 x 100 hrs. x 3 = \$7,500)
Overtime compensation must be paid according to your agency's standard overtime policy.

- **Equipment:** Non-expendable property having a useful life of more than one year. (Two lap-top computers: \$3,500 each x 2 : \$7,000)
(Two 35 mm cameras: \$650 x 2 = \$1,300)
- **Supplies/Other Items:** that are expendable or consumed during the course of the project.
(35mm film, batteries, drug testing kits, etc. (Quantity x price)

Contract Page/Certifications:

The “**Authorized Official**” who should sign this application will be your mayor, chair of your city council, chair of your county commission, or university/college president. They must sign the contract page and all necessary certifications. Chiefs and sheriffs may sign as the program director or they may designate an individual within their agency who will have the day-to-day responsibility for the grant program.



State of Utah
Commission on Criminal and
Juvenile Justice

101 State Capitol
Salt Lake City, Utah 84114
Ph: (801) 538-1031
Fax: (801) 538-1024

Local Law Enforcement Block Grant

For CCJJ use ONLY:

1. Implementing Agency name & address:

c/o Applicant Agency:

2. Type of Application (check one)

☐ 1st time request ☐ Supplemental

If continuation, previous grant #:

3. Level of Government (check one)

☐ State ☐ City
☐ County ☐ Other

4. Phone number:

Fax number:

E-mail Address:

5. Beginning & Ending Dates of Program:

(Usually a twelve month period)

October 1, 2002 - September 30, 2003

9. Congressional District(s) Served

10. Federal Tax Identification Number (87-?????)

11. Title which *Describes* the program to be funded:

12. Program Purpose (see list in application kit)

#1 LAW ENFORCEMENT SUPPORT
(Overtime, equipment, technology and other materials)

13. Budget Summary

Total Project Costs

Federal Grant Funds

Local Match Obligation

A. Overtime

\$0.00

B. Equipment

\$0.00

\$0.00

\$0.00

C. Supplies/Other items

\$0.00

Column Totals

\$0.00

\$0.00

\$0.00

14. *Name of Official Authorized to Sign

15. **Name of Program Director

16. Signatures

For CCJJ use ONLY

Authorizing Official

Program Director

Approval Signature

Date

* (e.g. Mayor, County Commissioner) NOTE: Chiefs and Sheriffs are not authorized to approve contracts for their local government.

** This is the individual responsible for the day-to-day management of the grant program (Chief of Police, officer responsible, etc.)

Application Narrative

PROBLEM STATEMENT: (2 page maximum)

(1) *State the specific problem(s) you want to solve by asking for grant funds.*

(2) *Describe how you are going to solve or impact your problem. For example, if your strategy involves purchasing equipment or supplies, describe in detail what you plan to purchase, its capabilities, etc. and document that you will follow your lead agency's (city or county) purchasing policies when obtaining grant property. If you request overtime, include the number of officers to be funded, under what circumstances overtime will be paid (when special events are in your community, etc.) And summarize your agency's overtime policy.*

(3) *Finally, identify results and benefits to be derived from the expenditure of grant funds.*

Budget Detail

A. Overtime per employee	Computation:	Total Cost:
B. Equipment	Computation:	Total Cost:
C. Supplies/other Items	Computation:	Total Cost:
Grand Total:		

BLOCK GRANT CERTIFIED ASSURANCES

1. The applicant assures that grant funds awarded under the Local Law Enforcement Block Grant Program, authorized by the Omnibus FY 1997 Appropriations **will not supplant State or local funds**. Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose.
2. The applicant assures the **matching funds** required to pay the non-Federal portion of the cost of each program, for which grant funds are made available, shall be **in addition to funds that would otherwise be made available for law enforcement by the recipients of grant funds**.
3. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (UCCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under the Act.
4. The applicant assures that it will establish a **trust fund** in which to deposit all LLEBG program funding. For purposes of the LLEBG program, a trust fund is defined as an account that is specifically designated for this program. The trust fund **may or may not** be an interest bearing account; regardless of the type of account selected, the trust fund must protect the principal. Only allowable program expenses may be paid from this account. This fund may NOT be used to pay debts incurred by other activities beyond the scope of the LLEBG program. The trust fund must be established by the recipient jurisdiction, not by the implementing agency. In other words, in the case of a city award, the city manager or mayor's office must establish the trust fund, not the police department. In some jurisdictions the term ASpecial Revenue Fund@ may denote the same attributes as the definition for trust fund under the LLEBG Program. The trust fund must include the following four features:
 - a) The fund may earn interest, but any earned interest must be used for program purposes. (The trust fund does not have to be an interest bearing account.)
 - b) The recipient must be able to account for the Federal award amount.
 - c) The recipient must be able to account for the local match amount.
 - d) The recipient must be able to account for any interest earned.
5. The applicant assures that it will comply with its agency's policies regarding purchasing supplies and equipment, contractual agreements, and paying overtime to employees working under the grant proposal.
6. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all provisions of the Act and all other applicable Federal laws, regulations, and guidelines.
7. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1960 as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Nondiscriminating Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60. 1 et. seq., as applicable to construction contracts.
8. The applicant assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds the recipient will forward a copy of the findings to the UCCJJ.
9. The subgrantee assures that it will comply with the applicable provisions of the Violent Crime Control and Law Enforcement Act of 1994 and the Office of Justice Programs' "Financial Guide@ issued April 22, 1996. The Financial Guide is available in print or through the world wide web at: <http://www.ojp.usdoj.gov/FinGuide/>
10. The applicant assures that it will comply with the provision of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; an Part 63 Floodplain Management and Wetland Protection Procedures; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements.

11. The applicant assures it will comply with the Public Safety Officers= Health Benefits Provision which states that a unit of local government must provide the same or better level of health insurance benefits to a public safety officer who retires or is separated from service as a direct or proximate result of a personal injury sustained in the line of duty while responding to a hot pursuit or emergency situation as the officer was receiving while on active duty.

12. The applicant assures that if funds are used for the hiring and employing of new, additional law enforcement officers and support personnel, the unit of local government must establish procedures to give suitable preference to members of the Armed Forces who were involuntarily separated or who retired due to the reductions in the U.S. Department of Defense.

13. The applicant assures that it will comply with the provisions of 23 USC sections 402, 403 and 29 USC 668 wherein any recipient agency of Federal contacts, subcontracts, and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for their employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles.

GRANT CONDITIONS

1. COMPENSATION AND METHOD OF PAYMENT. The Utah Commission on Criminal and Juvenile Justice (UCCJJ) will issue a check for the full amount of the Federal award received by the agency at the beginning of the grant period. These funds along with the 10% required matching funds must be deposited into a trust fund as outlined in Assurance #4 above.

2. REPORTS. The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the UCCJJ may reasonably require, including at least semi-annual financial and progress reports. Semi-annual financial and progress reports **shall be received no later than 30 days after each 6 month period ends on March 31, and September 30** (Final expenditure reports must be received no later than **60 days** after the ending date of the project - if necessary.)

3. AUDIT REPORTS. Subgrantees are to have annual examinations in the form of audits. These audits will be **submitted to UCCJJ with any Management Letters no less than one month after completion** of the audit. Local governments have **180 days** after the end of their fiscal year to complete their audits while all other subgrantees have **nine months** to complete their audit. The audits must conform with OMB Circular A-133, and **contain grant information in the Schedule of Federal Financial Assistance**. During the audit process, either the subgrantee or the auditor will **send UCCJJ a verification letter to confirm grant payments**.

4. MATCHING FUNDS. Subgrantees must provide adequate cash to defray at least ten percent (10%) of the total costs of establishing and operating the program. This amount must be expended during the program period. The match must be funds that were not heretofore available for program efforts, but may include forfeited assets. **The 10% cash match requirement may be computed by dividing the amount of the federal funds requested by nine (award/9=match).**

5. UTILIZATION AND PAYMENT OF FUNDS. Funds awarded are to be expended only for purposes and activities covered by subgrantee's approved project activities and budget. Project funds will be made available in accordance with provisions as prescribed by UCCJJ. The subgrantee agrees to return to the UCCJJ all unexpended Federal funds provided hereunder to the UCCJJ within 60 days of termination of the subgrant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.

6. OBLIGATION OF GRANT FUNDS. Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

7. EXPENSES NOT ALLOWABLE. Project funds may not be expended for: **(a) items not part of the approved budget** or separately approved by UCCJJ; (b) the purchase of land; (c) construction projects; (d) indirect or overhead cost rates which have not been approved by the federal government; (e) Tanks or armored vehicles; (f)

Fixed-wing aircraft; (g) Limousines; (h) Yachts; (i) Consultants; and (j) Vehicles not used primarily for law enforcement. **Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with UCCJJ's prior written approval.**

8. TERMINATION OF AID. If through any cause the subgrantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, or substantially fails to comply with the Violent Crime Control and Law Enforcement Act of 1994 and any regulations promulgated under these laws, as determined by the UCCJJ, then the UCCJJ shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by or on behalf of the subgrantee under the subgrant agreement shall at the option of the UCCJJ, become its property, and the subgrantee shall be entitled to receive just and equitable reimbursement of any work satisfactorily completed under the subgrant agreement.

9. INSPECTION AND AUDIT. The UCCJJ, Department of Justice, and the Comptroller General of the United States, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee, and to relevant books and records of subgrantees and contractors as provided for in P.L. 90-351 as amended, P.L. 99-570, and the Office of Justice Programs' "Financial Guide@ issued April 22, 1996. The Financial Guide is available in print or through the world wide web at: <http://www.ojp.usdoj.gov/FinGuide/>

10. PERSONAL PROPERTY. The subgrantee shall retain any non expendable personal property acquired with subgrant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by UCCJJ subgrant funds. When there is no longer a need for the property to accomplish the purpose of the program, the subgrantee shall request property disposition instructions from the UCCJJ.

11. MAINTENANCE OF RECORDS. All financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts shall be retained for at least three years after completion of the project for purposes of state and federal examinations and audits.

12. WRITTEN APPROVAL OF CHANGES. **Subgrantees must obtain prior written approval from the UCCJJ for major program changes.** These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; and (c) changes in the approved project budget as specified in condition six (6) above; and (d) budget adjustments in excess of ten percent (10%) of the affected budget category.

13. THIRD PARTY PARTICIPATION. No contract or agreement may be entered into by the subgrantee for execution of project activities or provision of services (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by the UCCJJ. Any such arrangement shall provide that the subgrantee will retain ultimate control and responsibility for the subgrant project and that the subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. **The UCCJJ shall be provided with a copy of all such contracts and agreements entered into by subgrantees.**

14. PUBLICATIONS. All published material and written reports submitted under grants or in conjunction with contracts under grants must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. All written reports, studies and publications in pamphlet form must carry a caveat on the cover and title page which reads as follows:

**PREPARATION AND PRINTING OF THIS DOCUMENT FINANCED BY
THE U.S. BUREAU OF JUSTICE ASSISTANCE AND THE
UTAH COMMISSION ON CRIMINAL AND JUVENILE JUSTICE
GRANT NUMBER 2002-LB-BX-0536**

*Contact UCCJJ to confirm correct grant year

15. WRITTEN DESCRIPTIONS OF PROGRAMS. The subgrantee agrees that when issuing statements, **press releases**, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to state and local governments, **shall clearly state (a) the percentage of the total cost of the program or project which will be financed with Federal money, and (b) the dollar amount of Federal funds for the project or program.**
16. CONFLICT OF INTEREST. The subgrantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of the UCCJJ, provided that if such persons are or become officers or employees of the UCCJJ they must disqualify this application and any future discussions concerning the entity making this application.
17. PROGRAM DIRECTOR. There shall at all times during the life of the subgrant agreement be an individual appointed by the subgrantee as "Program Director." This individual will be responsible for program planning, operation and administration under the subgrant agreement.
18. CONFIDENTIALITY OF RESEARCH INFORMATION. Pursuant to Section 229 of the Justice System Improvements Act of 1979, research information identifiable to an individual, which was obtained through a program funded wholly or in part with BJA funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding. 28 CFR Part 22.
19. RELEASE OF INFORMATION. All records, papers and other documents kept by recipients of UCCJJ or BJA funds, their subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the UCCJJ or the BJA. These records and other documents submitted to the UCCJJ or the BJA pursuant to application for funds, are required to be made available to the UCCJJ or the BJA under the terms and conditions of the Federal Freedom of Information Act, 5 U.S.C. 552.
20. PROJECT INCOME. All interest or other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, etc.) must be tracked. Interest on grant fund advancements must be returned to the UCCJJ by check payable to the Treasurer of the State of Utah. All other program income will remain with the project or be used to reduce projects costs. Program income is subject to the same requirements as are the Federal grant and cash match monies.
21. POLITICAL ACTIVITY. The restrictions of the Hatch Act, P.L. 93-443, 5 U.S.C. Chapter 73, Subchapter III (as amended), concerning the political activity of government employees are applicable to state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such State and local government employees may take an active part in political management and campaigns except they may not be candidates for partisan office.
22. COPYRIGHTS AND RIGHTS IN DATA. Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the government has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the grantee may copyright such, but the government reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.
23. PATENTS. If any discovery or invention arises or is developed in course of, or as result of work performed under this grant, the subgrantee shall refer the discovery or invention to the BJA. The subgrantee hereby agrees that determination of rights to inventions made under this grant shall be made by the Administrator of BJA or his duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Administrator, or his duly authorized representative, shall be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the Government shall acquire at least an irrevocable non-exclusive royalty free license to practice and have practiced throughout the world for governmental purposes any invention

made in the course of or under this subgrant.

24. INFORMATION SYSTEMS. With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. the grantee further agrees:

- a. That all computer programs (software) produced under this grant will be made available to the BJA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon request, to BJA. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

25. CRIMINAL PENALTIES.

- a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.
- b. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, U.S.C.

26. UCR REPORTING REQUIREMENT. The subgrantee shall submit Uniform Crime Report (UCR) data to the Utah Bureau of Criminal Identification (BCI) each month.

- a. UCR reporting shall include all Part I Crimes known to police. *Part I crimes include:* Murder, Rape, Robbery, Aggravated Assault, Burglary, Larceny, Motor Vehicle Theft and Arson.
- b. UCR reporting to BCI shall also include all arrest information for Part II Crimes. *Part II crimes include:* Forgery & Counterfeiting, Fraud, Embezzlement, Stolen Property, Weapons Violations, Prostitution, Sex Offenses, Bookmaking, Number & Lottery, All other gambling; Sale and Manufacture of: Opium, Cocaine, Marijuana, Synthetic Narcotics, Other dangerous Drugs; Possession of: Opium, Cocaine, Marijuana, Synthetic Narcotics, Other dangerous Drugs; Offenses Against the Family, Driving Under the Influence, Liquor Laws, Drunkenness, Disorderly Conduct, Vagrancy, All other Offenses. Juveniles: Curfew & Loitering, Runaways.

Agencies currently reporting UCR data to BCI or that are certified ,capable and actively submitting Nation Incident Based Reporting (NIBRS) data to BCI have satisfied this grant condition. Applicant agencies in need of information or training to establish UCR data reporting to BCI in order to receive LLEBG grant funds can contact BCI in Salt Lake City at: (801) 965-4566.

The signature below certifies that the program proposed in this application meets all the requirements of the Violent Crime Control and Law Enforcement Act of 1994, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Crime Control Act and all other Federal laws. By appropriate language incorporated in each grant, subgrant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency with whom they make contracts or agreements.

SUBGRANTEE ACCEPTANCE OF CERTIFIED ASSURANCES AND GRANT CONDITIONS	
Authorized Official Signature (Mayor, City Mgr., Commission Chair)	Date:

AUDIT REQUIREMENTS
(Local Agencies Only)

If your city or county government receives more than \$300,000 in total Federal funds within a fiscal year a Federal Single Audit must be completed as outlined in OMB Circular A-133. A copy of this audit must be forwarded to CCJJ for review within one month of its completion.

By State code, **local governments** must complete their audit within **six months** of the end of their fiscal year, **other agencies** must complete their audit within **nine months**. During the audit process subgrantees or their auditors must send CCJJ a **confirmation letter** that verifies payments made to the grant program.

The audit will include a Schedule of Federal Financial Assistance that contains revenue and expenditure information from the grant. The following information will assist the auditors in completing the Schedule of Federal Financial assistance:

Grant Name: **Local Law Enforcement Block Grant**

Federal Grantor Agency: **U.S. Department of Justice**

Federal Grantor number: **02-LB-BX-0536**

Federal CFDA number: **16.592**

Additionally, **please provide the following information:**

1. Fiscal Year of Applicant Agency* (July-June, Jan-Dec etc.): _____
2. Name and Title of Audit Contact Person**: _____
(Individual Responsible for Agency's Single Audit)
3. Address: _____

4. Telephone Number: _____

* The "agency" referred to here is the unit of local government

Please provide the audit contact person with a copy of this form.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/3 AND 4061/4 WHICH ARE OBSOLETE

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Commission on Criminal and Juvenile Justice, 101 State Capitol, Salt Lake City, Utah 84114. The notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check G if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Section 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative
(mayor, city council chair, county commission chair, or university/college president)

5. Signature

6. Date